the carriage" against the right owner. In *Waugh* v. *Denham*,[1] Pigot, C.B., cites this case with approval, and states that it has never been overruled in England. The same judge remarks later on that "If a carrier knows that a thief gives him the goods of the true owner to carry, he cannot charge the owner for the service which he has knowingly rendered to the thief in the carrying of the goods," from which the natural implication is, that he could charge the owner if he did not know of the tortious bailment. See also Whitaker on Lien, p. 92; Browne on Carriers, p. 337; Cross on Lien, p. 28; Hutchinson on Carriers, § 489. It is thus seen that on the few occasions on which this question has been decided or adverted to in England, the carrier's right to a lien has always been upheld, and in view of this authority, meagre as it is, we must consider the author's statement as altogether too sweeping.

It is to be regretted that Mr. Schouler did not discuss at length the question as to the exact nature of a ticket, — whether it is a mere token, evidence of a contract, or the contract itself. The author seems to regard it as evidence of a contract; and while we are not prepared to differ with him, yet we are inclined to think that much can be said in favor of regarding the ticket as the contract proper,[2] — a promise on the part of the company, in consideration of the money paid, to carry the holder as indicated. In this view of the case it only ceases to be such on cancellation, when it becomes a token or voucher showing that the passenger has paid his fare. For a careful discussion of this question see Mr. Beale's article, HARVARD LAW REVIEW, vol. 1, p. 17.

In the last paragraph of his book the author points out that if in many cases he may appear to have avoided expressing an opinion or stating the law, this is due to the fact that the subject of Common Carriers, in its present phase, is one of such recent and rapid growth, that the courts themselves have not yet reached satisfactory or definite conclusions on many important points.

We think that the book, in its present shape, will warrant the careful study of any one interested in the subject of which it treats.

W. W.

THE LAW OF COVENANTS FOR TITLE. By William Henry Rawle, LL.D. Fifth edition. Boston: Little, Brown, & Co. 1887. 8vo. pp. 708.

It is now fourteen years since the last edition of this standard treatise was published. In that time the law on the subject has been much enlarged by decisions and modified by statutes both in England and the United States. It has been the aim of the learned author in this, the fifth edition, more to keep his book abreast of the times, than to change materially his views previously set forth. In order to do this it has been necessary to add much new matter. As an offset, some of that which has now become obsolete has been omitted, and still more of the old has been condensed, so that the size of the volume remains about the same.

Among the heads where the greatest change has been made are the form of covenants, covenants by married women, implied covenants,

[1] 16 Irish C. L., at 409, 1865.

[2] Henderson v. Stevenson, L. R. 2 H. L. Sc. 470, per Ld. Cairns; Burke v. S. E. Ry. Co., 5 C. P. D. 1, per Ld. Coleridge.

and the operation of covenants by way of estoppel. The latter subject has been rewritten to some extent, but the author still retains the general position which he has always occupied, though he now attempts "to show that most of the doctrine is equitable and not legal." It is a part of the law which has been the subject of much recent legislation; and the effect of covenants in passing title by direct operation of law has been wonderfully increased by statutes, especially in the Western States and Territories.

The subject of covenants which run with land is another which has received considerable attention at the hands of legislative bodies. In England there has been the Conveyancing and Law of Property Act of 1881. "On this side of the Atlantic, it will be found that the doctrine of the American cases is not standing the test of practical experience," and statutes, codes, and the tendency of decision are effecting the necessary remedy.

The edition is a considerable improvement over the last one in its enlarged and better classified index, and in the division of the subject-matter into paragraphs, — features which will be appreciated by every reader. H. M. W.

THE COMIC BLACKSTONE. By Gilbert Abbott A'Beckett. New edition, revised and extended by Arthur Wm. A'Beckett, Barrister-at-Law, and illustrated by Harry Furniss. Bradbury, Agnew, & Co. London, 1887. 8vo. pp. 324. (Received from C. C. Soule, Boston.)

This classic of legal humor has shared the sacrilegious fate of the great English law-books in undergoing a new edition incorporating the recent statutory changes into the text. The present handsome edition has been a work of filial devotion in the son of the author. The additional matter incorporated preserves fairly the spirit of the original text, so that the work, in becoming more useful to English students, has lost none of its inimitable charm. Mr. Furniss' illustrations are in his happy style, familiar to readers of *Punch*. Those whose heads have ached over the great commentaries will find a delicious revenge in reading this book, while students preparing for an examination in Blackstone would not err if they followed the example of their English fellow-sufferers in using the book for an enjoyable and profitable review. B. H. L.

THE COLUMBIA LAW TIMES, October, Vol. 1, No. 1; published by the Students of the Schools of Law and Political Science in Columbia College, New York, 1887.

The first number of this new venture in the field of college journalism contains the address delivered by Prof. Dwight to the graduating class of 1887; a discussion of the Cy Pres doctrine by S. A. Anderson; and a short article on the School of Law and the School of Political Science, by Prof. Smith. In addition to these articles there is a clear statement of the now finally settled case of the Anarchists, together with items, lecture notes, recent cases, book reviews, etc. The correspondence consists of a very favorable criticism of the work and methods of the Harvard Law School. In general appearance and make-up the "Law Times" is evidently modelled on our own REVIEW, with what success is not for us to say.